

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

<u>Monarch Opportunities Master Fund Ltd</u> Name of Transferee	<u>JPMorgan Chase Bank, N.A.</u> Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): <u>63553</u> Total Amount of Claim as Filed: <u>\$7,506,200.00</u>
Monarch Opportunities Master Fund Ltd c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin	Amount of Claim as Filed with respect to ISIN XS0281706704: <u>\$7,506,200.00</u> Amount of Claim Transferred with respect to ISIN XS0281706704: <u>\$4,832,491.56 (or 64.38% of the above Amount of Claim as Filed)</u>
Phone: (212) 554-1743 Fax: 1-(866)-741-3564 Email: michael.gillin@monarchlp.com; fundops@monarchlp.com	Amount of Claim as Allowed pursuant to the Notice of Proposed Allowed Claim Amount with respect to ISIN XS0281706704: <u>\$7,095,528.86</u> Amount of Claim Transferred with respect to ISIN XS0281706704: <u>\$4,568,101.48 (or 64.38% of the above Amount of Claim as Allowed)</u>
	Date Claim Filed: <u>11/2/2009</u> Debtor: <u>Lehman Brothers Holdings Inc.</u>

PLEASE SEE ATTACHED EXHIBITS

Last Four Digits of Acct #: N/A

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

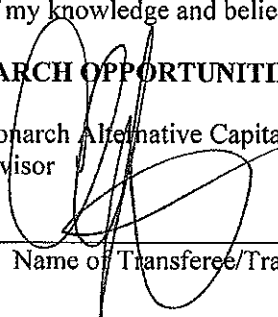
I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH OPPORTUNITIES MASTER FUND LTD

By: Monarch Alternative Capital LP

Its: Advisor

Christopher Santana
Managing Principal

By: 
Name of Transferee/Transferee's Agent

Date: February 3, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer from Transferor to Transferee

XS0281706704

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **JPMorgan Chase Bank, N.A.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to those certain purchasers set forth on Schedule 1 attached hereto (each an "**Individual Purchaser**"), and each Individual Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable percentage/nominal amount** specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **63553** filed by or on behalf of **Banco di Credito Popolare Societa Cooperativa per Azioni (gia Scarl)** ("**Predecessor**") (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

Predecessor transferred the Transferred Claims to Chenavari Financial Advisors Ltd ("**Chenavari**") as evidenced at docket no. **21780** in the Proceedings and Chenavari then transferred the Transferred Claims to Seller as evidenced at docket no. **22198** in the Proceedings.

2. Seller hereby represents and warrants to each Individual Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes any Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in any Individual Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) the Transferred Claims and Purchased Security are not subject to or bound by a Plan Support Agreement (as such term is defined in the Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors dated as of August 31, 2011); and (h) Seller has delivered to each Individual Purchaser all notices that have been delivered by any party with respect to the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the respective Transferred Claims to each Individual Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by each Individual Purchaser for all purposes in the case, including, without limitation, for

voting and distribution purposes with respect to the applicable portion of the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to each Individual Purchaser the Transferred Claims, recognizing each Individual Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to each Individual Purchaser, in each case with respect to the applicable portion of the Transferred Claims.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Each Individual Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold each Individual Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to each Individual Purchaser, as applicable. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to each Individual Purchaser the applicable portion of each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as each Individual Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and each Individual Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and each Individual Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and each Individual Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

8. For the avoidance of doubt, the Seller and each Individual Purchaser acknowledge and understand that each Individual Purchaser is executing this agreement solely in its individual capacity with respect to its Purchased Claim, and that all obligations and/or liabilities of an Individual Purchaser hereunder with are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 3rd day of February, 2012.

JPMorgan Chase Bank, N.A.



By: _____
Name: **Peter Schoepe**
Title: **Authorized Signatory**

Address
c/o Susan McNamara
JPMorgan Legal Department
Mail Code: NY1-A436
One Chase Manhattan Plaza - Floor 26
New York, New York 10005-1401

Monarch Opportunities Master Fund Ltd

By: Monarch Alternative Capital LP
Its: Advisor



By: _____
Name: **Christopher Santana**
Title: **Managing Principal**

Address
Monarch Opportunities Master Fund Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1743
Fax: 1-(866)-741-3564

Oakford MF Limited

By: Monarch Alternative Capital LP
Its: Advisor



By: _____
Name: _____
Title: **Christopher Santana**
Managing Principal

Address
Oakford MF Limited
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1743
Fax: 1-(866)-741-3564

Monarch Cayman Fund Limited

By: Monarch Alternative Capital LP
Its: Advisor



By: _____
Name: **Christopher Santana**
Title: **Managing Principal**

Address
Monarch Cayman Fund Limited
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin

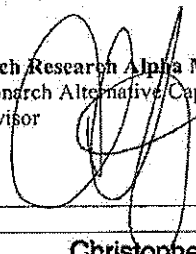
E-Mail: Michael.Gilllin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1743
Fax: 1-(866)-741-3564

P Monarch Recovery Ltd
By: Monarch Alternative Capital LP
Its: Advisor

By: 
Name: **Christopher Santana**
Title: **Managing Principal**

Address
P Monarch Recovery Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gilllin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1743
Fax: 1-(866)-741-3564

Monarch Research Alpha Master Fund Ltd
By: Monarch Alternative Capital LP
Its: Advisor

By: 
Name: _____
Title: **Christopher Santana**
Managing Principal

Address
Monarch Research Alpha Master Fund Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gilllin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1743
Fax: 1-(866)-741-3564

SCHEDULE 1
Transferred Claims

Purchased Claim

100.00% in the aggregate - \$7,506,200.00 of \$7,506,200.00 with regard to the ISIN listed below, as set forth for each Individual Purchaser listed below (the outstanding amount of the Proof of Claim with regard to the ISIN listed below) together with interest, fees, expenses and other recoveries due, or with respect to the Allowed Claim Amount, 100.00% in the aggregate - \$7,095,528.86 of \$7,095,528.86 with regard to the ISIN listed below, as set forth for each Individual Purchaser listed below.

Individual Purchaser	Description of Security	ISIN/CUSIP	Issuer	Guarantor	POC Amounts/ Percentage	Allowed Amount /Percentage	Maturity
Monarch Opportunities Master Fund Ltd	Issue of EUR 5,000,000 Notes Linked to the Standard & Poor's Diversified Trends Indicator, due January 2011 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,000,000,000 Euro Medium-Term Note Program	XS0281706704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,219,000/ \$4,832,491.56/ 64.38%	\$4,568,101.48/ 64.38%	July 18, 2011
Oakford MF Limited	Issue of EUR 5,000,000 Notes Linked to the Standard & Poor's Diversified Trends Indicator, due January 2011 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,000,000,000 Euro Medium-Term Note Program	XS0281706704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 412,000/ \$618,510.88/ 8.24%	\$584,671.58/ 8.24%	July 18, 2011
Monarch Cayman Fund Limited	Issue of EUR 5,000,000 Notes Linked to the Standard & Poor's Diversified Trends Indicator, due January 2011 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,000,000,000 Euro Medium-Term Note Program	XS0281706704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 414,000/ \$621,513.36/ 8.28%	\$587,509.79/ 8.28%	July 18, 2011
P Monarch Recovery Ltd	Issue of EUR 5,000,000 Notes Linked to the Standard & Poor's Diversified Trends Indicator, due January 2011 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,000,000,000 Euro Medium-Term Note Program	XS0281706704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 360,000/ \$540,446.40/ 7.20%	\$510,878.08/ 7.20%	July 18, 2011
Monarch Research Alpha Master Fund Ltd	Issue of EUR 5,000,000 Notes Linked to the Standard & Poor's Diversified Trends Indicator, due January 2011 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,000,000,000 Euro Medium-Term Note Program	XS0281706704	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 595,000/ \$893,237.80/ 11.90%	\$844,367.93/ 11.90%	July 18, 2011


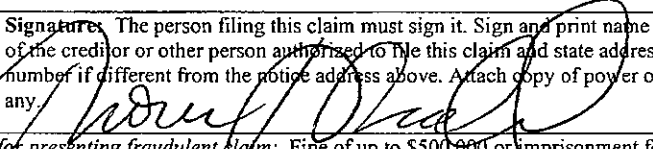
Lehman Programs Securities to which Transfer Relates

Total Amount/Percentage:
\$7,506,200.00/
EUR 5,000,000/
100.00%

Total Allowed Amount/
Percentage:
\$7,095,528.86/
100.00%

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000063553	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		 THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banco di Credito Popolare Societa Cooperativa per azioni (gia Scarl), Corso Vittorio Emanuele 92/100, "Palazzo Vallelonga," 80059 Torre del Greco (Naples), Italy -and- Tisdale Law Offices, LLC, 10 Spruce St., Southport, CT 06890 Telephone number: 2032548474 Email Address: ttisdale@tisdale-law.com		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ 7,506,200.00 (Required) <input type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) XS0281706704 (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: CA64917 (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: CBL-70649 BCA DICRED POP-TORRE DEL GRECO/PRO (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;">FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: 11/31/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

LEHMAN BROTHERS | Fixed Income

Commodity Structured Solutions

Italy
Tel: +44 20 7103 3070
Andrea Negri - Stefania Bertoli - Giuliano Cislighi - Alessandro Ricci -
Georgios Giannakis

Lehman Brothers International (Europe)
25 Bank Street
London E14 5LE
United Kingdom

S&P Diversified Trends Indicator Index linked Notes

Final Terms and Conditions as of 02nd of January 2007

This document is for discussion purposes only and contains, subject to further review and refinement, a description of certain terms and conditions of a transaction that Lehman Brothers may consider arranging, subject to market conditions, internal approval and documentation satisfactory to Lehman Brothers, as the case may be. The information provided in this document is not complete and may change. This document does not and is not intended to constitute a comprehensive disclosure of all risk factors or other significant investment aspects of any particular transaction.

Prospective purchasers of Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risk and that they consider the suitability of the Notes as an investment in the light of their own circumstances, financial condition and taxation. The performance of the Index (as defined below) will affect the nature and value of the investment return on the Notes. In particular, the value of the Notes may fluctuate based on the performance of the Index so that in certain circumstances the Final Redemption Amount may be less than the original purchase price paid for the Notes.

Prospective purchasers of Notes should conduct their own investigations and, in deciding whether or not to purchase Notes, form their own views of the merits of an investment related to the Index based upon such investigations and not in reliance on any information given in these indicative terms.

Issuer	Lehman Brothers Treasury Co. B.V. (A1/A+)
Guarantor	Lehman Brothers Holdings Inc.
Arranger/Dealer	Lehman Brothers International (Europe)
Issue Type	Commodity-Linked Euro Medium Term Note
Trade Date	02/01/2007
Issue / Settlement Date	16/01/2007
Maturity Date	18/07/2011
Strike Fixing Date	03/01/2007
Valuation Date	01/07/2011

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Commodity Structured Solutions



Aggregate Nominal Amount	EUR 5,000,000
Specified Denomination (SD)	EUR 1,000,000
Issue Price	100.00%
Settlement Currency	EUR
Underlying	S&P Diversified Trends Indicator Index

(Bloomberg code: SPDTP) (the "Index")

Final Redemption Amount (FRA)

The Issuer shall pay to the holder of the Notes on the Maturity Date an amount per Note in the Settlement Currency as determined by the Calculation Agent on the Valuation Date in accordance with the following formula:

$$FRA = SD \times \left(100\% + \max \left(P \times \left(\frac{FL - IL}{IL} \right), 4\% \right) \right)$$

Where:

Participation Rate (P) means 100%

Initial Level (IL) means the closing level of the Index in respect of the Strike Fixing Date as determined by the Calculation Agent and published by the Index Sponsor (subject to the provisions of the Commodity Index Annex below)

Final Level (FL) means the arithmetic average of the closing levels of the Index in respect of the Averaging Dates determined by the Calculation Agent and published by the Index Sponsor (subject to the provisions of the Commodity Index Annex below)

Averaging Dates	16/07/2007
	16/07/2008
	16/07/2009
	16/07/2010
	01/07/2011

Index Sponsor

Standard & Poor's, a division of the McGraw-Hill Companies, Limited

Index Sponsor Disclaimer

Standard & Poor's does not sponsor, endorse, sell or promote any investment fund or other vehicle that is offered by third parties and that seeks to provide an investment return based on the returns of the S&P Diversified Trends Indicator. A decision to invest in any such investment fund or other vehicle should not be made in reliance on any of the statements set forth in this document. Prospective investors are advised to make an investment in

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Commodity Structured Solutions

any such fund or vehicle only after carefully considering the risks associated with investing in futures contracts, as detailed in an offering memorandum or similar document that is prepared by or on behalf of the issuer of the investment fund or vehicle. Standard & Poor's does not guarantee the accuracy of these pro forma indicator returns or other data or information contained herein and does not recommend any investment or other decision based on their results. Pro forma returns do not take into account transaction costs or certain fees. If the foregoing had been factored in, the pro forma returns would have been lower. Past performance is not necessarily indicative of future returns.

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Minimum Purchase

1 Note

Minimum Trading Size

1 Note

Calculation Agent

Lehman Brothers International (Europe)

ISDA Definitions

All capitalised terms used in this termsheet and not otherwise defined will have the meanings given to them in the 2000 ISDA Definitions as supplemented by the Annex thereto (the "2000 Definitions") and the 2005 ISDA Commodity Definitions (the "Commodity Definitions") (collectively the "Definitions"), each as published by the International Swaps and Derivatives Association, Inc. ("ISDA") apply, but without regard to any further amendments, supplements, updates or restatements made to the definitions (other than any modifications set out in the final documentation in respect of the Notes). The Definitions are incorporated herein by reference in and made a part hereof as if set out in full herein. In the event of any inconsistency between the 2000 Definitions and the Commodity Definitions, the Commodity Definitions will prevail.

Governing Law

English (the Guarantee is governed by New York law)

Selling Restrictions

As per the Documentation.

US Selling Restriction: The Certificates have not been nor will be registered under the U.S. Securities Act of 1933 (as amended) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an applicable exemption to the registration requirements under such Securities Act.

General Selling Restriction: Each purchaser of Notes must observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver the Notes and it may not, directly or indirectly, offer, sell, resell,

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Commodity Structured Solutions



	reoffer or deliver any Notes except in compliance with all applicable laws and regulations.
Clearing	Euroclear, Clearstream
Form	The Notes will be represented by a temporary global Note in bearer form which is exchangeable for interests in a permanent global Note in bearer form.
Related Documentation	This term sheet must be read in conjunction with the Lehman Brothers Holdings Inc., Lehman Brothers Treasury Co. B.V. and Lehman Brothers Bankhaus AG US\$60,000,000,000 Euro Medium-Term Note Program Base Prospectus dated 9 August 2006, as well as the corresponding drawdown document for this specific issue of Notes.
Listing	Not Applicable
Secondary Market Making	Under normal market conditions, Lehman Brothers International (Europe) will make a secondary market in the Notes with a bid-ask spread no larger than 1% for any size above 1 Denomination.
ISIN	TBD
Valoren	TBD

Disclaimer:

This term sheet is indicative only if so specified, in which case this term sheet will be subject to change without notice and no assurance is given that any transaction on the terms indicated can or will be arranged or agreed. Information other than economic terms (including market data and statistical information) has been obtained from various sources we consider reliable but we do not represent that it is complete or accurate and it should not be relied upon as such. Any analysis presented herein that indicates a range of outcomes that may result from changes in market parameters is not comprehensive, is not intended to suggest that any outcome is more likely than another and may have been derived using Lehman Brothers proprietary models, historic data and subjective interpretation. This term sheet does not constitute an offer or an agreement, or a solicitation of an offer or an agreement, to enter into any transaction. This term sheet must be read in conjunction with the prospectus, offering circular or other offer document relating to the transaction referred to herein (the "Related Documentation"). This term sheet supersedes any prior versions hereof and, if this term sheet is indicative, will be deemed to be superseded by any subsequent versions hereof and, with respect to any transaction described therein, by the Related Documentation. Transactions of the sort described herein contain complex financial characteristics and risk factors. Before entering into any transaction, you should consider the suitability of the transaction in light of your particular circumstances and independently review (with your professional advisers as necessary) the: (i) specific financial risks as well as the legal, regulatory, credit, tax and accounting consequences of entering into such transaction; and (ii) any information, warnings, risk disclosures and other matters disclosed in the Related Documentation. In entering into the transaction, the counterparty is deemed to represent to Lehman Brothers that it has obtained such professional advice as it deemed necessary and that it entered into the transaction for legitimate commercial and business reasons.

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Commodity Structured Solutions

Commodity Index Annex

All capitalised terms used herein and not otherwise defined will have the meanings given to them in the Commodity Definitions.

"Index Component" means each commodities or futures contract included in an Index;

"Required Date" means any date on which a level for the Index is required in order to make any calculation, observation or determination hereunder;

"Relevant Exchange" means, in respect of an Index, any organized exchange or market of trading for any Index Component then included such Index;

"Trading Day" means, in respect of an Index Component, a day as determined by the Calculation Agent, on which trading is generally conducted on the Relevant Exchange applicable to such Index Component;

"Valid Business Day" means a day as determined by the Calculation Agent, on which trading is generally conducted on the Relevant Exchange for each and every Index Component then comprising such Index;

1. Market Disruption Events

"Market Disruption Event" means, in respect of any relevant day and an Index (and a Market Disruption Event shall be deemed to have occurred on such day and such Index if), in the determination of the Calculation Agent in good faith, one or more of the following has occurred on such day:

- (a) The Index is not calculated and published by the relevant Index Sponsor (provided that the Calculation Agent may, if the Market Disruption Event in this paragraph (a) also constitutes an Index Disruption Event (defined below), or occurs on the same day as an Index Disruption Event, in its sole discretion, determine that the provisions relating to the occurrence of an Index Disruption Event take precedence over the provisions relating to the occurrence of a Market Disruption Event);
- (b) There is a material suspension, limitation or disruption in the trading on a Relevant Exchange of any Index Component;
- (c) The settlement price on a Relevant Exchange of any Index Component has increased or decreased by an amount equal to the maximum permitted price change from the previous day's settlement price as specified by the Relevant Exchange; or
- (d) The settlement price of any Index Component is not published by the Relevant Exchange.

Notwithstanding the foregoing, the following events will not constitute Market Disruption Events:

- (i) a limitation on the hours in a Trading Day and/or number of Trading Days, if it results from an announced change in the regular business hours of the Relevant Exchange; or
- (ii) a decision to permanently discontinue trading in an Index Component then included in such Index.

2. Disruption fallbacks

If, in respect of an Index, the Calculation Agent determines that a Market Disruption Event has occurred or exists in relation to any Index Component on a day that is a Required Date (each such Index Component,

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an "Affected Index Component" and any such date, a "Disrupted Date") the Calculation Agent will determine any required level of the Index in good faith in accordance with the formula for and method of calculating the Index last in effect prior to the commencement of the Market Disruption Event using:

- (a) in relation to each Index Component which is not an Affected Index Component, the settlement price on the applicable Relevant Exchange of each such Index Component on the Disrupted Date; and
- (b) in relation to each Affected Index Component, the settlement price of the Affected Index Component on the applicable Relevant Exchange on the first succeeding Trading Day on which no Market Disruption Event is in existence, provided that, where the relevant Market Disruption Event has been in existence (measured from and including the first Disrupted Date) for 5 consecutive Trading Days, the settlement price of such Affected Index Component on such Disrupted Date will be the Calculation Agent's good faith estimate of the value of such Affected Index Component on such Trading Day taking into consideration the latest available quotation for the relevant Index Component and any other information in good faith it deems relevant.

3. Successor Index

If, on any Required Date, an Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of that Index, then in each case that index (the "Successor Index") will be deemed to be an Index for the purposes of the Notes provided, however, that the Calculation Agent, in its sole discretion, may make such adjustments as it deems necessary to the level of the Successor Index so that the level of the Successor Index reflects the same level as that of the Index before it was replaced.

4. Index Disruption Event

If, (i) on or prior to any Required Date, an Index Sponsor announces that it will make a material change in the formula for or the method of calculating an Index or in any other way materially modifies an Index (an "Index Modification") or permanently cancels an Index and no Successor Index exists (an "Index Cancellation" and together with an Index Modification, each an "Index Disruption Event"), then the Calculation Agent shall determine the required level for such Index in its sole discretion, in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only the settlement prices of those Index Components that comprised that Index immediately prior to that Index Disruption Event (or if trading in the relevant Index Components has been materially suspended or limited, its good faith estimate of the settlement price for such Index Components that would have prevailed but for such suspension or limitation on such Required Date).

5. Correction of Index Levels

In the event that any level of an Index published by the relevant Index Sponsor and which is utilized for any calculation or determination in respect of the Notes on any relevant date is subsequently corrected and the correction is published by the Index Sponsor on or before the day falling 30 days following such publication (the "Correction Cut-off Date") in respect of such date, the Calculation Agent will notify the Issuer and the Noteholders in accordance with the Terms and Conditions of the Notes of (i) that correction, (ii) the amount that is payable as a result of that correction and (iii) take such other action as it may deem necessary to give effect to such correction.

"Correction Cut-off Date" means, in respect of any Required Date, the date immediately following such Required Date.

6. Manifest Error In Publication:

If, on any Required Date the Calculation Agent, acting in good faith and in a commercially reasonable manner, determines that an Index Sponsor has made a manifest and material error in its calculation of an Index and the relevant Index Sponsor fails to remedy such error before the Correction Cut-off Date, the Calculation Agent will:

- (a) in lieu of a published level for that Index, use its good faith estimate of the required level of the Index determined in accordance with the formula for and method of calculating that Index last in effect as of the Valid Business Day which immediately preceded such Required Date; and

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- (b) notify the Fiscal Agent and the Noteholders in accordance with the Terms and Conditions of the Notes of (i) that revision, (ii) the amount that is payable as a result of that revision and (iii) take such other action as it may deem necessary to give effect to such revision.

7. Adjustment to Required Dates:

If any Required Date falls on a day which is not a Valid Business Day, such Required Date shall be the next following Valid Business Day.

17/10 08 VEN 11:52 FAX 0818828158

BCP BACK OFFICE TITOLI

ENC 9
001

Page 1 of 1

LEHMAN BROTHERS

Principal Trade Contract Note

12 January 2007

Lehman Brothers International (Europe)

Italian Branch Address:

Piazza del Carmine, 4
20121 Milano
Italy

Tel: +390272158668 (EO)
Tel: +390272158666 (FID)
Fax: +390272023724

Head Office Address:

25 Bank Street
London E14 5LE
United Kingdom

We, Lehman Brothers International (Europe), have pleasure in confirming our sale to you.

Trade Id	SIGWIZ01
Client Account Number	6015414
Legal Name	BANCA DI CREDITO POPOLARE TORRE DEL GRECO SCARL A/C PROPRIETA'
Security Id	XS0281706704
Security Description	LEHMAN BROS TREASURY COU BY 0.000% 20110718 EMTN
Quantity	5,000,000.00
Price	100.00
Trade Date	4 January 2007 18:00
Value Date	16 January 2007
Principal	5,000,000.00
Net Amount	5,000,000.00
Settlement Currency	EUR

Your settlement instructions:

Security	CEDEFI A/C 70649 (54836)
Cash	DVP

Our settlement instructions:

Security	EUROCLEAR A/C 92904
Cash	DVP

All date/times are based on UK local time.

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Please advise us of any disagreement with the details on this confirmation within 24 hours. The time of transmission, if not noted above, as well as additional information, is available on request. The details of any charges shared with another person or any remuneration being passed in third parties for introducing business will be made available on request. Please quote the above reference number on all communications. Please contact trade support at the above number. This contract note shall supersede any prior communication regarding the transaction confirmed hereby.

Lehman Brothers International (Europe) is regulated by the Financial Services Authority. Italian Branch is also regulated by the CONSOB and Banca d'Italia.

MT564/568 Corporate Action Notification

corporate action notifications
Frequency: Always

clearstream
Banking

Report generated on: 06-Oct-2009 21:28

Account: CBL - 70649 - BCA DI CRED.POP-TORRE DEL GRECO/PRO

ISIN / Common Code - Security Name - Type
Place of Safekeeping

XS0281706704 / 000028170670 - EUR 0,00 LEHMAN BROS.TREAS.CO.BV 07-2011 - Bond
IRVTGB2XGPT -

Your instruction requested - Request - Replacement
Solicitation of a Holders Consent

General Information

Corporate Action Reference 0000000085487747
Mandatory / Voluntary Voluntary
Processing Status Announcement with complete details

Balances

Settled Position	FAMT	
Eligible	FAMT	5.000.000
		5.000.000

Details

Announcement Date 30-Jul-2009

Option 001 Consent Granted

Default Indicator No
Clearstream Banking Deadline 23-Oct-2009 23:00

Option 002 Consent Denied

Default Indicator No
Clearstream Banking Deadline 23-Oct-2009 23:00

Option 003 No Action

Default Indicator Yes

Narrative

Party Contact Narrative

ATTENTION: SECURITIES ADM/CORPORATE ACTIONS/REORG

Oce CUSTOMER SERVICES INTERNATIONAL CORP ACT LUXEMBOURG, PHONE: PLEASE CONTACT CUSTOMER SERVICES

Additional Text

++ ADDITIONAL INFORMATION ++ UPDATE DATED ON 6 OCTOBER 2009: CLEARSTREAM HAS RECEIVED SUPPLEMENTAL INFORMATION TO THE NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM ON LEHMAN PROGRAMS. THIS NOTICE CONTAINS INFORMATION REGARDING CLAIMS BASED ON LEHMAN PROGRAMS SECURITIES AND PROCEDURES

FOR THE TRANSFER OF CLAIMS FILED AGAINST LEHMAN BROTHERS HOLDINGS INC. 1. UNBLOCKING. FOR ALL BLOCKED POSITION UNDER THE LEHMAN PROGRAMS SECURITIES, LBHI WILL AUTHORIZE AND INSTRUCT CLEARSTREAM TO UNBLOCK AND PERMIT

THE TRANSFER OF SUCH LEHMAN PROGRAM SECURITIES AT A COMMERCIALY REASONABLE DATE AFTER THE SECURITIES PROGRAMS BAR DATE. UNBLOCKING DATE HAS NOT YET BEEN CONFIRMED. LEHMAN BROTHERS HOLDINGS INC ADMINISTRATORS WILL ANNOUNCE IT. 2. TRANSFER OF CLAIMS FOLLOWING

LEHMAN PROGRAMS SECURITIES BAR DATE. (I). TRANSFER OF CLAIMS BASED ON LEHMAN PROGRAMS SECURITIES ISSUED BY ENTITIES OTHER THAN LBHI. IF SUCH CLAIM IS TRANSFERRED AFTER THE FILING OF A PROOF OF CLAIM, EVIDENCE OF THIS TRANSFER MUST BE FILED BY THE TRANSFEREE IN

ACCORDANCE WITH THE REQUIREMENTS OF RULE 3001(E)(2) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE. ONLY PERSONS OR ENTITIES THAT FILED A PROOF OF CLAIM AGAINST LBHI AND ANY PARTY THAT ACQUIRED A CLAIM IN ACCORDANCE WITH THE PROCEDURES SET FORTH IN THIS SUPPLEMENT TO THE SECURITIES PROGRAMS BAR DATE NOTICE, WILL BE ENTITLED TO RECEIVE

NOTICES AND/OR DISTRIBUTIONS (IF ANY) FROM LBHI BASED ON SUCH CLAIM. (II). TRANSFER OF LEHMAN PROGRAMS SECURITIES ISSUED BY LBHI ONLY AND RELATED CLAIMS. LBHI INTENDS TO AMEND ITS SCHEDULES OF LIABILITIES AFTER THE SECURITIES PROGRAMS BAR DATE TO PROVIDE THAT

ALL LEHMAN PROGRAMS SECURITIES ISSUED BY LBHI AND OUTSTANDING AS OF SEPTEMBER 15, 2008 WILL NOT BE LISTED AS 'CONTINGENT, UNLIQUIDATED OR DISPUTED'. DISTRIBUTIONS BY LBHI (IF ANY) IN RESPECT OF SUCH LEHMAN PROGRAMS

Report generated on: 06-Oct-2009 21:28
70649.CORPORATE_ACTION_NOTIFICATIONS.CANOTIF.ALWAYS DELTA 2128 20091006

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Account: CBL - 70649 - BCA DI CRED.POP-TORRE DEL GRECO/PRO

SECURITIES ISSUED BY LBHI WILL BE MADE IN ACCORDANCE WITH ANY CHAPTER

11 PLAN OF REORGANIZATION CONFIRMED BY THE BANKRUPTCY COURT TO EUROCLEAR BANK, CLEARSTREAM BANK OR OTHER APPLICABLE CLEARING AGENCY TO BE DISTRIBUTED BY SUCH CLEARING AGENCY TO ALL HOLDERS OF SUCH SECURITIES ON THE RECORDS OF THE APPLICABLE CLEARING AGENCY, REGARDLESS OF WHETHER A CLAIM HAS

BEEN FILED FOR SUCH LEHMAN PROGRAMS SECURITIES. FOLLOWING THE SECURITIES PROGRAMS BAR DATE, LEHMAN PROGRAMS SECURITIES ISSUED BY LBHI MAY TRADE IN ACCORDANCE WITH ALL APPLICABLE LAW, BANKRUPTCY RULE 3001(E)(2) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE DOES NOT REQUIRE THE

FILING OF EVIDENCE OF THE TERMS OF TRANSFER FOR THE TRANSFER OF A CLAIM BASED ON A PUBLICLY TRADED NOTE, BOND OR DEBENTURE. 3. WITHDRAWAL RIGHTS. VALID INSTRUCTIONS TO OBTAIN A BLOCKING REFERENCE NUMBER ARE IRREVOCABLE. PREVIOUS INFORMATION

DATED ON 30 JULY 2009 REMAINS VALID. ***** REMINDER ***** . PREVIOUS INFORMATION DATED ON 30 JULY 2009 REMAINS VALID.

1. CLAIM PROCEDURE. HOLDERS ENTITLED TO CLAIM AGAINST LBHI BASED ON LEHMAN PROGRAMS SECURITIES AS DESCRIBED IN THE BAR DATE ORDER MUST FILE A FORM CALLED 'SECURITIES PROGRAMS PROOF OF CLAIM' AND COMPLETE THE FORM INCLUDING THE BLOCKING REFERENCE NUMBER CLEARSTREAM WILL PROVIDE

UPON REQUEST. STEP 1: INSTRUCTION TO CLEARSTREAM (BLOCKING REFERENCE). TO OBTAIN A BLOCKING REFERENCE, SEND A SWIFT MT 565 (NO MT599/MT568) OR CREATION ONLINE INSTRUCTION TO CLEARSTREAM, MENTIONING YOUR ACCOUNT NUMBER.

NOMINAL TO BE BLOCKED AND ISIN CODE ONLY. VALID FORMAT IS 'CONY' (CONSENT 'YES') OPTION 001. ***ADDITIONAL TEXT WILL BE REJECTED. ***. INVALID OR INCORRECTLY FORMATTED INSTRUCTIONS, NOT IN LINE WITH THE ABOVE RULES.

CLEARSTREAM DEADLINE TO OBTAIN A BLOCKING REFERENCE IS ON 23 OCTOBER 2009 (11.00 PM CENTRAL EUROPEAN TIME). CLEARSTREAM ENCOURAGE ALL CLAIMANTS TO REQUEST A BLOCKING REFERENCE AT THE EARLIEST OPPORTUNITY.

BY INSTRUCTING CLEARSTREAM HOLDERS ARE AUTOMATICALLY ACCEPTING THE DISCLOSURE OF THEIR ACCOUNT DETAILS (NOT THEIR UNDERLYING HOLOER), TO BE BOUND TO THE TERMS AND CONDITIONS STATED IN THE OFFICIAL PROGRAM SECURITIES NOTICE AND TO HAVE THEIR BONDS BLOCKED. UPON ACCEPTANCE OF YOUR BLOCKING

INSTRUCTION, THE BLOCKING REFERENCE NUMBER WILL BE CONFIRMED BY CLEARSTREAM EITHER VIA A) COL RF: BLOCKING REFERENCE STARTING WITH CA, OR B) MT536 STATEMENT OF TRANSACTIONS FIELD 20C ASRF:

BLOCKING REFERENCE STARTING WITH CA, OR C) MT544 BLOCKING FIELD 20C SEME: BLOCKING REFERENCE STARTING WITH CA. STEP 2: PROOF OF CLAIM FILING. IF YOU FILE THIS PROOF OF CLAIM, IT MUST: (A) BE WRITTEN IN THE ENGLISH

LANGUAGE (B) TO THE EXTENT A CLAIM AMOUNT IS REFLECTED THEREON, BE DENOMINATED IN USD USING THE EXCHANGE RATE AS APPLICABLE AS OF SEPTEMBER 15, 2008 (THE DEBTORS HAVE NOT PROVIDED ANY GUIDANCE ON THE EXCHANGE RATE. CLAIMANTS MUST DETERMINE ON THEIR OWN THE EXCHANGE RATE ON SEPTEMBER 15, 2008 TO CALCULATE THE AMOUNT OF

THEIR CLAIM) (C) CONFORM SUBSTANTIALLY WITH THE FORM ATTACHED TO THE OFFICIAL NOTICE (THE PROOF OF CLAIM FORM) (D) STATE THE NAME AND CASE NUMBER OF THE SPECIFIC DESTOR AGAINST WHICH IT IS FILED (E) IDENTIFY THE ISIN FOR EACH LEHMAN PROGRAMS SECURITY (F) INCLUDE A CLEARSTREAM BLOCKING

REFERENCE NUMBER (G) BE SIGNED BY THE CLAIMANT OR BY AN AUTHORIZED AGENT OF THE CLAIMANT AND (H) BE SUBMITTED IN HARD COPY FORM WITH AN ORIGINAL SIGNATURE. PROOFS OF CLAIM MAY NOT BE DELIVERED BY FACSIMILE, TELECOPY, OR ELECTRONIC MAIL TRANSMISSION.

2. WHEN AND WHERE TO FILE. DEADLINE TO RECEIVE ALL PROGRAMS SECURITIES PROOFS OF CLAIM: ON OR BEFORE THE PROGRAMS SECURITIES BAR DATE, NOVEMBER 2, 2009 AT 5:00 PM (PREVAILING US EASTERN TIME). ***NO PROOF OF CLAIM DOCUMENT MUST

BE SENT TO CLEARSTREAM.***. PROOFS OF CLAIM WILL BE DEEMED TIMELY FILED ONLY IF ACTUALLY RECEIVED BY EPIO OR THE COURT AT THE DELIVERY ADDRESSES LISTED ON THE BAR DATE NOTICE. 3. IF YOU HAVE ALREADY FILED A CLAIM

. ANY PREVIOUSLY FILED CLAIM BASED ON A LEHMAN PROGRAMS SECURITY ON A PROOF OF CLAIM FORM THAT DOES NOT SUBSTANTIALLY CONFORM TO THE SECURITIES PROGRAMS PROOF OF CLAIM FORM SHOULD BE RE-FILED USING THE SECURITIES PROGRAMS PROOF OF CLAIM. 4. PROCEEDS

. IT IS TOO EARLY IN THE PROCESS TO KNOW WHAT RECOVERIES WILL BE FOR CREDITORS IN THESE CASES. 5. DOCUMENTATION. THIS NOTIFICATION HAS TO BE READ IN CONJUNCTION WITH THE OFFICIAL DOCUMENTATION AVAILABLE ON

WWW.CLEARSTREAM.COM UNDER PUBLICATIONS AND DOWNLOADS, CREATION MARKET GUIDE, MARKETFLASH, DEFAULTED AND BANKRUPT SECURITIES. OR VIA EMAIL TO

CADATABASE.CS(AT)CLEARSTREAM.COM, STATING IN THE SUBJECT: CCE CLAIM LEHMAN SUPPLEMENTAL INFO 061009. OFFICIAL DOCUMENTATION IS ALSO AVAILABLE ON WWW.LEHMAN-DOCKET.COM. 6. DISCLAIMER. NOTE THAT THE FILE OF A SECURITIES

PROGRAMS PROOF OF CLAIM SHOULD BE DONE WITH THE EXPLICIT SUPPORT OF YOUR LEGAL DEPARTMENT. CLEARSTREAM HAS NO AUTHORITY TO GIVE LEGAL ADVICE, BUT IS RESTRICTED TO PROVIDE WITH A BLOCKING REFERENCE UPON REQUEST FROM HOLDERS AND BLOCK HOLDINGS ACCORDINGLY. YOU SHOULD NOT FILE SUCH PROOF OF

CLAIM IF YOU DO NOT HAVE A CLAIM AGAINST LBHI BASED ON LEHMAN PROGRAMS SECURITIES. PLEASE READ THE LEHMAN SECURITIES PROGRAMS BAR DATE NOTICE IN REGARDS TO THE CONSEQUENCES OF FAILURE TO FILE A PROOF CLAIM BY THE BAR DATE

++ DEFAULT ACTION ++ NO ACTION TAKEN BY CLEARSTREAM

End of MT564/568 Corporate Action Notification

bstonimaso Clearstream Banking - CreationOnline 15.11 CET

General Information

Account ID	70649 - BCADI CRED.POP-TORRE DEL GRECO/PRO
ISIN	XS0281706704
Creation Code	028170670 - Single
ISIN Code	EUR 0,00 LEHMAN BROS.TREAS.CO.BV 07-2011
ISIN Code	IRVTGB2XGPT - *****
Business Date	09/10/09
Value	17/01/07 2.32

Balances

Held Free	5.000.000	17/01/07 2.32
Total Available	5.000.000	17/01/07 2.32
Aggregate	5.000.000	17/01/07 2.32

MT535 Statement of Holding

PORTAFOGLIO

Frequency: Daily

Report from 29-Sep-2008 to 30-Sep-2008

Report generated on: 30-Sep-2008 19:06

Account: CBL - 70649 - BCA DI CRED.POP-TORRE DEL GRECO/PRO

clearstream
Banking
Statement number: 011
Complete/Delta: Complete

ISIN / Common Code - Security

Place of Safekeeping

		Balance Type		Quantity		Last Movement		Holding Value		Next Coupon Date		Maturity Date		Exchange Rate	
Market Price															
Accrued Interest															
FR0000120172 / 000001179594 - SHS CARREFOUR															
SICVFRPPXXX - EUROCLEAR FRANCE PARIS															
Actual Amount EUR		32,45													
		Aggregate Balance		UNIT		30-Sep-2008		EUR		97,350.00					
		Available		UNIT		30-Sep-2008									
		Held Free		UNIT		30-Sep-2008									
FR0000121014 / 000001179586 - SHS LVMH MOET-HENNESSY L. VUITTON															
SICVFRPPXXX - EUROCLEAR FRANCE PARIS															
Actual Amount EUR		59.3													
		Aggregate Balance		UNIT		12-Sep-2008		EUR		83,020.00					
		Available		UNIT		12-Sep-2008									
		Held Free		UNIT		12-Sep-2008									
IT00003810659 / 000021273724 - EUR FLR BANCA POPOLARE 05-2010															
MOTITMXXXX - MONTE TITOLI S.P.A. MILANO															
Percentage		59.471													
		Aggregate Balance		FAMT		17-Oct-2007		EUR		994,710.00					
		Available		FAMT		17-Oct-2007									
		Held Free		FAMT		17-Oct-2007									

09-Feb-2010

10-Nov-2008

Report generated on: 30-Sep-2008 19:06

Not balances included: No - Total Holding Value Currency: EUR - Security Aggregate Holding Value Currency: EUR
70649.PORTAFOGLIO.STANTO/HOLD.DAILY.COMPLETE.1930.20080930

ENC.

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Account: CBL - 70649 - BCA DI CRED. POP. TORRE DEL GRECO/PRO

ISIN / Common Code - Security

Price of Safetkeeping

Market Price

Accrued Interest

Balance Type

Next Coupon Date

Maturity Date

Quantity

Last Movement

Holding Value

Exchange Rate

03-Mar-2010

03-Dec-2008

27-Oct-2008

26-Oct-2009

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

03-Nov-2008

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03-Nov-2008

XS0213204471 / 000021320447 - EUR FLR BCA POP. UNITE INTL (1)05-2010

CITIGB2LMAG - *****

Percentage

EUR

98.4961

Aggregate Balance

Available

FAMT

5,000,000

27-Nov-2007

EUR

4,943,261.40

27-Nov-2007

FAMT

5,000,000

27-Nov-2007

FAMT

5,000,000

27-Nov-2007

FAMT

10,000,000

26-Nov-2007

EUR

10,043,405.00

26-Nov-2007

FAMT

10,000,000

26-Nov-2007

FAMT

10,000,000

26-Nov-2007

FAMT

5,000,000

03-Nov-2006

EUR

5,175,119.30

03-Nov-2006

FAMT

5,000,000

03-Nov-2006

FAMT

5,000,000

03-Nov-2006

FAMT

5,000,000

17-Jan-2007

EUR

4,500,000.00

XS0272256834 / 000027225683 - EUR FLR MONTE PASCHI SIENA 06-2009

CITIGB2LMAG - *****

Percentage

EUR

99.5482

Aggregate Balance

Available

FAMT

10,000,000

26-Nov-2007

EUR

10,043,405.00

26-Nov-2007

FAMT

10,000,000

26-Nov-2007

FAMT

10,000,000

26-Nov-2007

FAMT

5,000,000

03-Nov-2006

EUR

5,175,119.30

03-Nov-2006

FAMT

5,000,000

03-Nov-2006

FAMT

5,000,000

03-Nov-2006

FAMT

5,000,000

17-Jan-2007

EUR

4,500,000.00

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

XS0281706704 / 000028170670 - EUR 0.00 LEHMAN BROS. TREAS. CO. BV 07-2011

IRVTGB2XGPT - *****

Percentage

EUR

90

Aggregate Balance

Available

FAMT

5,000,000

17-Jan-2007

EUR

4,500,000.00

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

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17-Jan-2007

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17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

17-Jan-2007

FAMT

5,000,000

Report generated on: 30-Sep-2008 16:05

Null balances included: No - Total Holding Value Currency: EUR - Security Aggregate Holding Value Currency: EUR
70649, PORTAFOLIO STAMTDFOLD.DAILY.COMPLETE.1930.20080930

Account: CBL - 70649 - BCA DI CRED.POP-TORRE DEL GRECO/PRO

ISIN / Common Code - Security

Place of Safekeeping	Market Price	Accrued Interest	Balance Type	Quantity	Last Movement	Holding Value	Next Coupon Date	Maturity Date	Exchange Rate
XS0294022644 / 000029402264 - EUR FLR CAPITALIA SPA 07-2010									
CEDELULLCSK - CLEARSTREAM BANKING S.A., LUXEMBOURG LUXEMBOURG (CLEARSTREAM BANKING COMMON SAFEKEEPER)									
Percentage	99.3475		Aggregate Balance	5,000,000	22-Nov-2007	EUR 4,917,375.00	12-Oct-2008	12-Apr-2010	
			Available	5,000,000	22-Nov-2007				
			Held Free	5,000,000	22-Nov-2007				
XS0308179315 / 000030817931 - EUR FLR BCO.POPOLAR.SOC.CO 07-2009									
CEDELULLCSK - CLEARSTREAM BANKING S.A., LUXEMBOURG LUXEMBOURG (CLEARSTREAM BANKING COMMON SAFEKEEPER)									
Percentage	99.5597		Aggregate Balance	2,000,000	30-Nov-2007	EUR 2,015,907.34	30-Jun-2008	29-Jun-2009	
EUR	24,713.34		Available	2,000,000	30-Nov-2007				
			Held Free	2,000,000	30-Nov-2007				
XS0322792366 / 000032279236 - EUR FLR BCO.POPOLAR.SOC.CO (32) 07-2009									
MGTCEBEBXXX - EUROCLEAR BANK S.A / N.V BRUSSELS									
Percentage	99.5997		Aggregate Balance	10,000,000	17-Oct-2007	EUR 9,959,970.00	27-Mar-2009	27-Sep-2009	
			Available	10,000,000	17-Oct-2007				
			Held Free	10,000,000	17-Oct-2007				
XS0326170346 / 000032617034 - EUR FLR BCO.POPOLAR.SOC.CO (38) 07-2009									
MGTCEBEBXXX - EUROCLEAR BANK S.A / N.V BRUSSELS									
Percentage	99.4354		Aggregate Balance	2,000,000	22-Nov-2007	EUR 2,009,155.78	20-Oct-2008	19-Oct-2009	
EUR	20,447.78		Available	2,000,000	22-Nov-2007				
			Held Free	2,000,000	22-Nov-2007				

Report generated on: 30-Sep-2008 19:06
Null balances included: No - Total Holding Value Currency: EUR - Security Aggregate Holding Value Currency: EUR
70649.PORTAFOLIO.STMTTOTHOLD.DAILYCOMPLETE.1930.20080930

Account: CBL - 70649 - BCA DI CRED.POP.TORRE DEL GRECO/PRO

ISIN / Common Code - Security

Place of Safekeeping

Market Price	Accrued Interest	Balance Type	Quantity	Last Movement	Holding Value	Next Coupon Date	Maturity Date
XS0346722373 / 000034672237 - EUR FLR CASSA RISF.FERRARA 08-2010							
MGTCEBEBXXX - EUROCLEAR BANK S.A. / N.V. BRUSSELS							
Percentage	99.6867	Aggregate Balance	FAMT			03-Dec-2008	03-Mar-2010
EUR	20.623,05	Available	FAMT		EUR 5.004.958,05		
		Held Free	FAMT				
XS0359384947 / 000035938494 - EUR 5.00 INTESA SANPAOLO (438) 08-2011							
MGTCEBEBXXX - EUROCLEAR BANK S.A. / N.V. BRUSSELS							
Percentage	99.7229	Aggregate Balance	FAMT			28-Apr-2009	28-Apr-2011
EUR	105.478,45	Available	FAMT		EUR 5.091.624,45		
		Held Free	FAMT				

Account Holding Value

Total Holding Value	EUR	54.835.856,32	Total Holding Value per Currency of Instruments
Total On Loan	EUR	0,00	EUR 54.835.856,32
Total Borrowed	EUR	0,00	
Total Pledged for Collateral	EUR	0,00	
Total Value for Cash Financing	EUR	41.375.272,75	

End of MTS35 Statement of Holding Report

Report generated on: 30-Sep-2008 19:05

Null balances included: No - Total Holding Value Currency: EUR - Security Aggregate Holding Value Currency: EUR
70649.PORTAFOLIO.STAMINOTRHOOLD.DAILY.COMPLETE.1930.20080930

End of Report

Lohman Programs Securities
as of July 17, 2003

[illegible]

7)

bstonunaso		Clearstream Banking - CreationOnline		9.27 CET	
Security Post Release					
Trade Details					
Type of Settlement Transaction	Securities Blocking				
Pool Reference					
Function of Message	New Message				
Instruction Type	Receive Free				
Activity-Status	Settlement-Settled				
ISIN Code	XS0281706704				
Common Code	028170670				
Financial Instrument Description	EUR 0,00 LEHMAN BROS.TREAS.CO.BV07-2011				
Place of Safekeeping	IRVTGB2XGPT				
Common Code Type	Single				
Reason-Narrative					
Sender's Reference	NONREF				
Last Update	13/10/09 9.39				
Previous Reference					
Deal Reference					
Common Reference					
Safekeeping Account	70649 - BCA DI CRED.POP-TORRE DEL GRECO/PRO				
Quantity of Financial Instrument	5.000.000				
Quantity Type	Face Amount				
Processing Indicator					
Requested Settlement Date	13/10/09				
Trade Date/Time	13/10/09				
Closing Date					
Priority	Normal Priority				
Settlement Amount					
Currency					
Guaranteed Delivery	No				
Deal Price					
Deal Price Currency					
Deal Price Format					
Taxable Income Per Share					
Taxable Income Per Share Currency					
Taxable Income Per Share Format					
FX Currency					
Delivery Without Matching	Yes				
Deal					
Trano	CA64917				
Common					
Transaction Indicator	Settlement Activity				
Actual Settled Amount					
Exp./Eff. Settlement Date	13/10/09				
Exp./Eff. Value Date					
Best Matching Instruction					
Settlement Parties					
Clearstream Depository	[6B] BKNY MELLON, LDN				
BIC Address	IRVTGB2XGPT				
Place of Settlement	CEDELULLXX - Clearstream				
Physical Transaction	No				
Immediate Release	No				
Delivering Agent	Clearstream				
Party	70649				
Description	UNPUBLISHED				
Settlement parties :					
Receiving Agent	Clearstream - 70649				
Settlement Processing Narrative	CONSBLOCK XS0281706704				
Additional Information	OCE CONSENT YOUR INX				
Input Media	Internal				
References					



Torre del Greco, 7th October 2009

To: Lehman Brothers Treasury Co. B.V.
Officia 1
2nd Floor
De Boelelaan 7
1083 HJ Amsterdam
The Netherlands
Attention: R. Funnekotter

Lehman Brothers Treasury Co. B.V.
Attn. Messrs. R.J. Schimmelpenninck
and F. Verhoeven
Atrium - Strawinskylaan 3105
1077 ZX Amsterdam
The Netherlands

Cc: Lehman Brothers Holding Inc.
Attn. The Treasurer
745 Seventh Avenue
New York, New York 10019
United States of America

Houthoff Buruma N.V.
Attn. R.J. Schimmelpenninck
and F. Verhoeven
Gustav Mahlerplein 50
1082 MA Amsterdam
The Netherlands

Re: Acceleration of Notes

Dear Sirs,

Banca di Credito Popolare Soc.Coop.p.a., with registered office at Palazzo Vallelonga, Corso Vittorio Emanuele, 92/100, 80059, Torre del Greco Italy, (the "**Holder**") is the beneficial owner of the following notes issued by Lehman Brothers Treasury Co. B.V. ("**LBTC**") and guaranteed by Lehman Brothers Holdings Inc. ("**LBHI**") under the Euro Medium Term Note Program (the "**Notes**");

No	Series No	ISIN Code	EUR/USD	Amount held	Issue size	% held	Final Maturity
1	-----	XS0281706704	EUR	5,000,000.00	5,000,000.00	100	18/07/2011

Società Cooperativa
per Azioni
Gruppo Bancario
Banca di Credito
Popolare
www.bcp.it

Sede Sociale e
Direzione Generale
83459 Torre del Greco (NA)
Palazzo Vallelonga
Corso Vittorio Emanuele, 92/100
Tel. 081 3581111
Fax 081 8291229

Centro Servizi
80043 Santa Maria la Rosa
Torre del Greco (NA)
Viale Europa, 43
Tel. 081 3581111
Fax 081 8291252

Capitale Sociale
€17.851.562,00
Liquidi e crediti verso banche
€1.233.142,00
Rendite e interessi su titoli
€1.233.142,00
Rendite e interessi su titoli
€1.233.142,00

Azienda di Amministrazione
e Credito
€1.233.142,00
Azienda di Amministrazione
e Credito
€1.233.142,00



On September 15, 2008 LBHI filed a petition with the United States Bankruptcy Courts for the Southern District of New York seeking relief under chapter 11 of the United States Bankruptcy Code. On October 8, 2008 LBTC was declared bankrupt.

According to the Euro Medium Term Note Program documentation, consisting of (amongst others) the information memoranda, base prospectus and pricing supplements pertaining to the Notes held by the Holder (the "**Note Documentation**"), the commencement by LBHI of a voluntary case or proceeding under any applicable U.S. federal or state bankruptcy law and the declaration of bankruptcy of LBTC within the meaning of the Netherlands Bankruptcy Act constitute an immediate event of default under the Notes (the "**Event of Default**").

Upon the occurrence of an Event of Default, holders of at least 25% in principal amount of the outstanding notes of a series may declare the principal amount of all of the notes of that series to be immediately due and payable ("**Acceleration**").

Notice is hereby given of the Holder's exercise of the right of Acceleration. The Holder declares the principal amount of all of the notes of the series of Notes listed in the overview above immediately due and payable at their Early Redemption Amount (as defined in the Note Documentation) together with the premium, if any, accrued and unpaid interest, if any, and Additional Amounts (as defined in the Note Documentation), if any.

By sending a copy of this letter to LBHI, the guarantor of the obligations of LBTC under the Note Documentation is expressly notified of the Holder's exercise of its right of Acceleration.

References in this letter to specific Events of Default under the Note Documentation do not, and are not deemed to, imply that no other Events of Default specified in the Note Documentation have occurred and are now continuing and no waiver is hereby made or deemed to be made of any of the Holder's rights in respect of any other Event of Default.

The rights exercised by the Holder in this letter do not affect the exercise of any other right or remedy the Holder has or may have under the Note Documentation, or any such right or remedy that the Holder has already exercised (including but not limited to the right to make demand from time to time for further interest and other costs accruing on or after the date hereof). Such rights and remedies are expressly reserved and maintained.

I trust to have informed you sufficiently. Should you have any questions regarding the above, please do not hesitate to contact me or our adviser at Loyens & Loeff N.V., Mr. Vincent Vroom (vincent.vroom@loyensloeff.com); +31 20 5785984).

Yours sincerely,

BANCA DI CREDITO POPOLARE
THE GENERAL MANAGER
(Dr. *Melino D'Amato*)

Partenza

2007JAN12 12:51:47
MT S202

General Financial Institution Transfer
Logical Terminal U4LO
Page 00001
Func BCPTPR1
UMR 05499541

MSGACK à1:F21BCPTITNNAXXX4812298085à4:à177:0701121251èà451:0èè

Basic Header F 01 BCPTITNNAXXX 4812 298085

Application Header I 202 DRESDEFFXXX N
*DRESDNER BANK AG
*FRANKFURT AM MAIN

User Header Service Code 103:
Bank. Priority 113:
Msg User Ref. 108:

TRN *20 : DMP/TIT. 110107.

Related Reference *21 : NONREF

* * Repeatable Sequence 001 * * * * * Occurrence 00001

Date/Cur/Amount *32 A : Date 070116 Currency EUR Amount 5.000.000,

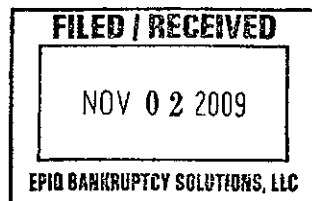
Account with Inst. 57 A : DEUTDEFFXXX
*DEUTSCHE BANK AG
*FRANKFURT AM MAIN

Beneficiary Inst. *58 A : CEDELULLXXX
*CLEARSTREAM BANKING S.A.,
*LUXEMBOURG
*LUXEMBOURG

Trailer Order is <MAC:> <PAC:> <ENC:> <CHK:> <TNG:> <PDE:>
MAC:05182D66
CHK:1E4F0CB1C6AD

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